

EXHIBIT A

**Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer**

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996

Dated as of January __, 2000

by and between

AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of and as agent for Ameritech Illinois

and

FOCAL COMMUNICATIONS CORPORATION OF ILLINOIS

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS AND CONSTRUCTION	2
1.1 S t r u c t u r e	2
1.2 Defined Terms	2
1.3 Interpretation	2
1.4 Joint Work Product	3
ARTICLE II	
GENERAL SERVICE RELATED PROVISIONS	3
2.1 Interconnection Activation Date	3
2.2 Bona Fide Request	3
2.3 Technical References	3
2.4 Cessation of Obligations	3
ARTICLE III	
INTERCONNECTION PURSUANT TO SECTION 25 l(c)(2)	4
3.1 Scope	4
3.2 Interconnection Points and Methods, and Interconnection Activation Dates	4
3.3 Fiber-Meet	6
3.4 Additional Interconnection(s)	7
3.5 Additional Switches	8
3.6 Nondiscriminatory Interconnection	8
3.7 Network Management	8
3.8 Standards of Performance	9
3.9 9-l-l Service	10
ARTICLE IV	
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE	
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)	15
4.1 Scope of Traffic	15
4.2 Limitations	15
4.3 Trunk Group Architecture and Traffic Routing	15
4.4 Signaling	17
4.5 Grades of Service	17
4.6 M e a s u r e m e n t a n d B i l l i n g	17

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

4.7 Reciprocal Compensation Arrangements -- Section 25 1 (b)(5)	1	8
 ARTICLE V		
TRANSMISSION AND ROUTING OF EXCHANGE		
ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)	2	0
5.1 Scope of Traffic	2	0
5.2 Trunk Group Architecture and Traffic Routing	2	0
 ARTICLE VI		
MEET-POINT BILLING ARRANGEMENTS	2	0
6.1 Meet-Point Billing Services		21
6.2 Data Format and Data Transfer		21
6.3 Errors or Loss of Access Usage Data	2	2
6.4 Payment	2	2
6.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements ...	2	2
 ARTICLE VII		
TELECOMMUNICATIONS CARRIER (TC) SERVICES	2	3
7.1 Ancillary Services Traffic	2	3
7.2 BLV/BLVI Traffic	2	3
7.3 Transit Service	2	4
7.4 Toll Free Database Services	2	7
7.5 LIDB Database Service	2	8
7.6 LNP Query Service		28
7.7 Operator Services and Directory Assistance Services		28
 ARTICLE VIII		
INSTALLATION, MAINTENANCE, TESTING AND REPAIR	3	1
8.1 Operation and Maintenance	3	1
8.2 Installation, Maintenance, Testing and Repair	3	1
8.3 Additional Terms	3	1
 ARTICLE IX		
UNBUNDLED ACCESS -- SECTION 25 1(c)(3)		31
9.1 Access to Network Elements		31
9.2 Network Elements		33
9.3 Requesting Carrier's Combination of Network Elements		33
9.4 Nondiscriminatory Access to and Provision of Network Elements		33
9.5 Provisioning of Network Elements		34

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

9.6	Availability of Additional Network Elements	34
9.7	Pricing of Unbundled Network Elements	35
9.8	Billing	35
9.9	Maintenance of Unbundled Network Elements	35
9.10	Standards of Performance	36

ARTICLE X

RESALE AT WHOLESALE RATES--SECTION 25 1(c)(4)	37
10.1 Operations Support Systems Functions	37
10.2 Operations Support Systems Functions — Provisioning	37
10.3 Operations Support Systems Functions — Maintenance.	39

ARTICLE XI

NOTICE OF CHANGES -- SECTION 251 (c)(5)	40
---	----

ARTICLE XII

COLLOCATION -- SECTION 251(c)(6)	40
12.1 Access to Collocation	40
12.2 Standard Collocation Offerings	41
12.3 Non-Standard Collocation Requests	41
12.4 Eligible Equipment for Collocation	42
12.5 Transport Facility Options	45
12.6 Interconnection with other Collocated Carriers	45
12.7 Interconnection Points and Cables	46
12.8 Space Exhaustion	46
12.9 Allocation of Collocation Space	48
12.10 Security Arrangements	48
12.11 Subcontractor and Vendor Approval	52
12.12 Delivery of Collocated Space	52
12.13 Pricing	55
12.14 Billing..	56
12.15 Common Requirements	56
12.16 Additional Requirements	56
12.17 Protection of Service and Property	56
12.18 Default	57

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

ARTICLE XIII

NUMBER PORTABILITY -- SECTION 251(b)(2)	57
13.1 Provision of Local Number Portability.	57
13.2 Long Term Number Portability ("LNP")	57
13.3 Ordering and Provisioning LNP	57
13.4 Customer Service Record ("CSR")	58
13.5 Other Number Portability Provisions.	59
13.6 Intervals	60
13.7 LNP Conversion Dispute	61
13.8 Pricing for LNP	61
13.9 NXX Migration.	61

ARTICLE XIV

DIALING PARITY -- SECTIONS 251(b)(3) and 271(e)(2)(B)	62
--	----

ARTICLE XV

DIRECTORY LISTINGS	62
15.1	62

ARTICLE XVI

ACCESS TO POLES, DUCTS, CONDUITS AND

RIGHTS-OF-WAY -- SECTIONS 251(b)(4) AND 224 OF THE ACT	62
16.1 Structure Availability	62
16.2 Franchises, Permits and Consents	63
16.3 Access and Modifications	63
16.4 Installation and Maintenance Responsibility	64
16.5 Installation and Maintenance Standards	65
16.6 Implementation Team	65
16.7 Access Requests	65
16.8 Unused Space	65
16.9 Maintenance Ducts	65
16.10 Applicability	66
16.11 Other Arrangements	66
16.12 Cost of Certain Modifications	66
16.13 Maps and Records	66
16.14 Occupancy Permit	66
16.15 Inspections	67

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

16.16 Damage to Attachments	67
16.17 Charges	67
16.18 Nondiscrimination	68
16.19 Interconnection	68
16.20 Cost Imputation	68
16.21 Structure Access Center	68
16.22 State Regulation	69
16.23 Abandonments, Sales or Dispositions ..	69
 ARTICLE XVII	
REFERRAL ANNOUNCEMENT	69
 ARTICLE XVIII	
IMPLEMENTATION TEAM AND IMPLEMENTATION PLAN	69
18.1 Implementation Team	69
18.2 Interconnection Maintenance and Administration Plan	70
18.3 Implementation Plan	70
18.4 Action of Implementation Team	71
18.5 Further Coordination and Performance	71
18.6 Operational Review	71
 ARTICLE XIX	
GENERAL RESPONSIBILITIES OF THE PARTIES	72
19.1 Compliance with Implementation Schedule	72
19.2 Compliance with Applicable Law	72
19.3 Necessary Approvals	72
19.4 Environmental Hazards	72
19.5 Forecasting Requirements	72
19.6 Certain Network Facilities	73
19.7 Traffic Management and Network Harm	74
19.8 Insurance	74
19.9 Labor Relations	74
19.10 Good Faith Performance	75
19.11 Responsibility to Customers	75
19.12 Unnecessary Facilities	75
19.13 Cooperation	75
19.14 LERG Use	75
19.15 Switch Programming	75
19.16 Transport Facilities	75

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

19.17	FCC	Conditions	Certification	. 75
19.18	FCC	Conditions	Certification	. 75
 ARTICLE XX				
PROPRIETARY INFORMATION .....				. 76
20.1	Definition of Proprietary Information .....			. 76
20.2	Disclosure and Use .....			. 77
20.3	Government Disclosure .....			. 78
20.4	Ownership .....			. 79
 ARTICLE XXI				
TERM AND TERMINATION .....				. 80
21.1	Term .....			. 80
21.2	Renegotiation of Certain Terms .....			. 80
21.3	Default .....			. 80
21.4	Payment Upon Expiration or Termination .....			. 80
 ARTICLE XXII				
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES .....				. 81
 ARTICLE XXIII				
SEVERABILITY .....				. 81
 ARTICLE XXIV				
INDEMNIFICATION .....				. 81
24.1	General Indemnity Rights .....			. 81
24.2	Limitation on Liquidated Damages .....			. 82
24.3	Indemnification Procedures .....			. 82
 ARTICLE XXV				
LIMITATION OF LIABILITY .....				. 83
25.1	Limited Responsibility .....			. 83
25.2	Apportionment of Fault .....			. 83
25.3	Limitation of Damages .....			. 83
25.4	Limitations in Tariffs .....			. 84
25.5	Consequential Damages .....			. 84
25.6	Remedies .....			. 84
25.7	.....			. 84

ARTICLE XXVI

BILLING	85
26.1 Billing	85
26.2 Recording	85
26.3 Payment of Charges	85
26.4 Late Payment Charges	85
26.5 Adjustments	86
26.6 Interest on Unpaid Amounts	86

ARTICLE XXVII

AUDIT RIGHTS, DISPUTED AMOUNTS

AND DISPUTE RESOLUTION	87
27.1 Audit Rights	87
27.2 Disputed Amounts	88
27.3 Failure to Pay Undisputed Amounts	89
27.4 Dispute Escalation and Resolution	90
27.5 Equitable Relief	90

ARTICLE XXVIII

REGULATORY APPROVAL	91
28.1 Commission Approval	91
28.2 Amendment or Other Changes to the Act; Reservation of Rights	91
28.3 Regulatory Changes	91
28.4 Interim Rates	91

ARTICLE XXIX

MISCELLANEOUS	92
29.1 Authorization	92
29.2 Designation of Affiliate	92
29.3 Subcontracting	92
29.4 Independent Contractor	92
29.5 Force Majeure	93
29.6 Governing Law	93
29.7 Taxes	93
29.8 Non-Assignment	94
29.9 Non-Waiver	94
29.10 Notices	94
29.11 Publicity and Use of Trademarks or Service Marks	96
29.12 Nonexclusive Dealings	96
29.13 No Third Party Beneficiaries; Disclaimer of Agency	96
29.14 No License	96

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

29.15 Survival	96
29.16 Scope of Agreement.	96
29.17 Counterparts	96
29.18 SBC Mergers	97
29.19 Stipulation Performance Measures	97
29.20 Entire Agreement	98

||

LIST OF SCHEDULES

SCHEDULE 1.2	DEFINITIONS
SCHEDULE 2.1	IMPLEMENTATION SCHEDULE
SCHEDULE 2.2	BONA FIDE REQUEST
SCHEDULE 2.3	TECHNICAL REFERENCE SCHEDULE
SCHEDULE 3.8	INTERCONNECTION PERFORMANCE BENCHMARKS
SCHEDULE 6.0	MEET-POINT BILLING RATE STRUCTURE
SCHEDULE 7.1	BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES
SCHEDULE 7.7.2	OS/DA
SCHEDULE 9.2.1	LOCAL LOOPS
SCHEDULE 9.2.2	INTEROFFICE TRANSMISSION FACILITIES
SCHEDULE 9.5	PROVISIONING OF NETWORK ELEMENTS
SCHEDULE 9.10	NETWORK ELEMENT PERFORMANCE ACTIVITIES
SCHEDULE 10.13	RESALE MAINTENANCE PROCEDURES
SCHEDULE 10.13.2	SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY
SCHEDULE 12.3	NON-STANDARD COLLOCATION REQUEST
SCHEDULE 12.9.1	PHYSICAL COLLOCATION SPACE RESERVATION
SCHEDULE 12.9.3	COLLOCATION CAPACITY PLANNING
SCHEDULE 12.12	DELIVERY OF COLLOCATED SPACE
SCHEDULE 12.15	COMMON REQUIREMENTS
SCHEDULE 12.16	ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION
SCHEDULE 19.17	FORM OF CERTIFICATE OF ELIGIBILITY FOR OSS DISCOUNTS
SCHEDULE 19.18	FORM OF CERTIFICATE OF ELIGIBILITY FOR PROMOTIONAL DISCOUNTED PRICING ON UNBUNDLED LOCAL LOOPS

PRICING SCHEDULE

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252
OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Agreement**"), is dated as of the ____th day of January, 2000 (the "**Effective Date**"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 North Orleans, Third Floor, Chicago, Illinois 60654, on behalf of and as agent for Ameritech Illinois ("**Ameritech**") and Focal Communications Corporation of Illinois, a Delaware corporation with offices at _____ ("**Requesting Carrier**").

RECITALS

A. Ameritech is an Incumbent Local Exchange Carrier as defined by the Act, authorized to provide certain Telecommunications Services within Illinois.

B. Ameritech is engaged in the business of providing, among other things, local Telephone Exchange Service within Illinois.

C. Requesting Carrier has been granted or, prior to the provisioning of any Interconnection, access to unbundled Network Elements, Telecommunications Service or any other services hereunder, will have been granted authority to provide certain local Telephone Exchange Services within Illinois and is a Local Exchange Carrier as defined by the Act.

D. The Parties desire to Interconnect their telecommunications networks and facilities to comply with the Act, and exchange traffic so that their respective Customers may communicate with each other over, between and through such networks and facilities.

E. The Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other Telecommunications Services as required by the Act as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Requesting Carrier and Ameritech hereby agree as follows:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.1 Structure. This Agreement includes certain Exhibits and Schedules which immediately follow this Agreement, all of which are hereby incorporated in this Agreement by this reference and constitute a part of this Agreement.

1.2 Defined Terms. Capitalized terms used in this Agreement shall have the respective meanings specified in **Schedule 1.2** or as defined elsewhere in this Agreement.

1.3 Interpretation.

- (a) The definitions in **Schedule 1.2** shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “**include**,” “**includes**” and “**including**” shall be deemed to be followed by the phrase “**without limitation**”. The words “**shall**” and “**will**” are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party.
- (b) References herein to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.
- (c) The recitals and the headings of the Articles, Sections, Exhibits and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- (d) Unless the context shall otherwise require, and subject to **Section 28.3**, any reference to any agreement, other instrument (including Ameritech, Requesting Carrier or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).
- (e) In the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern. In the event of any conflict between the terms and conditions of any Section of, or Schedules to this Agreement, and any term or condition set forth in the Implementation Plan, the terms and conditions of the Sections and Schedules shall control.

1.4 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

ARTICLE II GENERAL SERVICE RELATED PROVISIONS

2.1 Interconnection Activation Date. Subject to the terms and conditions of this Agreement, (i) Interconnection of the Parties' facilities and equipment pursuant to Articles III and IV for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic to and from their respective Customers, and (ii) Interconnection of the Parties' facilities and equipment to provide Requesting Carrier access to Ameritech's unbundled Network Elements pursuant to Article IX, shall be established on or before the respective "**Interconnection Activation Date**" shown for each corresponding LATA and Central Office set forth on Schedule 2.1. The Parties shall identify additional Interconnection Activation Dates using the principles set forth in Section 3.4.3. An Interconnection Activation Date, once established, may not be modified except upon the mutual agreement of the Parties. Schedule 2.1 may be revised and supplemented from time to time, upon the mutual agreement of the Parties to revise an Interconnection Activation Date(s) and to reflect additional Interconnection Activation Dates.

2.2 Bona Fide Request. Any request by Requesting Carrier for certain services or access to an unbundled Network Element that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to the Bona Fide Request process set forth on Schedule 2.2.

2.3 TechnicalReferences. TechnicalReferences that describe and/or define the practices, procedures and specifications for those services, Interconnections and access to unbundled Network Elements available hereunder (and the applicable interfaces relating thereto) are listed on Schedule 2.3 (the "**Technical Reference Schedule**").

2.4 Cessation of Obligations. Notwithstanding anything to the contrary contained herein, Ameritech's obligations under this Agreement shall apply only to the (i) specific operating area(s) or portion thereof in which Ameritech is then deemed to be the "ILEC" under the Act (the "**ILEC Territory**") and (ii) assets that Ameritech owns or leases and which are used in connection with Ameritech's provision to Requesting Carrier of any products or services provided or contemplated under this Agreement, the Act or any tariff or ancillary agreement referenced herein (individually and collectively, the "**ILEC Assets**"). If during the Term Ameritech sells, assigns or otherwise transfers any ILEC Territory or ILEC Assets to a person other than an Affiliate or subsidiary, Ameritech shall provide Requesting Carrier not less than ninety (90) days prior written notice of

such sale, assignment or transfer. Upon the consummation of such sale, assignment or transfer, Requesting Carrier acknowledges that Ameritech shall have no further obligations under this Agreement with respect to the ILEC Territories and/or ILEC Assets subject to such sale, assignment or transfer and that Requesting Carrier must establish its own Section 25 1/252 arrangement with the successor to such ILEC Territory and/or ILEC Assets.

ARTICLE III INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

3.1 Scope. Article III describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties pursuant to Section 25 1 (c)(2) of the Act; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic. Articles IV and V prescribe the specific physical facilities and Logical Trunk Groups (and traffic routing parameters) which will be configured over the physical Interconnections described in this Article 111 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture. Except with respect to Transit Service, neither Party shall use its facilities and equipment established pursuant to this Agreement to originate and/or transmit and route CMRS traffic.

3.2 Interconnection Points and Methods, and Interconnection Activation Dates.

3.2.1 In each LATA identified on Schedule 2.1, Requesting Carrier and Ameritech shall Interconnect their networks at the ~~correspondingly identified Ameritech~~ and Requesting Carrier Central Office(s) on Schedule 2.1 for the transmission and routing within that LATA of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 25 1 (c)(2) of the Act. Requesting Carrier's point of Interconnection must be in an Ameritech local service area in the LATA in which Requesting Carrier is providing service. An Interconnection Activation Date not established and set forth on Schedule 2.1 as of the Effective Date shall be determined in accordance with the procedures set forth in Section 3.4.3.

3.2.2 Interconnection in each LATA shall be accomplished at any technically feasible point within the Parties' networks through either (i) Collocation in Ameritech's Central Offices as provided in Article XII or (ii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date for a given LATA and which is consistent with the Act, including a Fiber-Meet as provided in Section 3.3.

3.2.3 If Requesting Carrier elects Collocation as an Interconnection method, or elects a network architecture that requires Ameritech to Interconnect with Requesting Carrier's

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

facilities via Collocation, then Requesting Carrier must not less than one hundred twenty five (125) days prior to its applicable Interconnection Activation Date notify Ameritech whether Requesting Carrier wishes Ameritech to Interconnect pursuant to subsection (a) or (b) below.

- (a) Requesting Carrier shall (i) provide the transport (whether through leased or owned facilities) of Ameritech's traffic from the point of Interconnection to Requesting Carrier's Central Office, (ii) not charge Ameritech for such transport and (iii) provide Ameritech with capacity to meet Ameritech's forecasted needs. If Requesting Carrier does provide Ameritech transport as provided in this subsection (a) but then either requests Ameritech to utilize its own facilities or does not provide Ameritech capacity to meet Ameritech's forecasted needs, then Requesting Carrier shall (x) provide Ameritech not less than two hundred (200) days' notice prior to the date Ameritech must provide its own facilities for new trunks, (y) compensate Ameritech for the costs incurred by Ameritech to rearrange its network and (z) provide Ameritech Collocation as provided in subsection (b) below.
- (b) If Requesting Carrier does not elect to provide Ameritech transport as provided in subsection (a) above, then Requesting Carrier shall provide to Ameritech Collocation in Requesting Carrier's Central Office(s) for purposes of that Interconnection on a nondiscriminatory basis and on rates, terms and conditions that are no less favorable than (i) Ameritech provides to Requesting Carrier pursuant to the terms and conditions of this Agreement and (ii) Requesting Carrier provides to other similarly situated Telecommunications Carriers.

3.2.4 Unless otherwise agreed by the Parties, the Parties shall designate the Central Office Requesting Carrier has identified as its initial Routing Point in the LATA as the Requesting Carrier Interconnection Central Office ("RICO") in that LATA and shall designate the Ameritech Tandem Central Office that is designated as the home Tandem (based on the LERG) for the Ameritech Wire Center in which the Requesting Carrier's Central Office is located, as the Ameritech Interconnection Central Office ("AICO") in that LATA.

3.2.5 Requesting Carrier's point of Interconnection must be within an Ameritech Wire Center in the LATA in which Requesting Carrier provides service.

3.2.6 Requesting Carrier shall order all trunks and facilities used to establish Interconnection, trunking (for both the Local/IntraLATA Trunks and Access Toll Connecting Trunks), signaling and 9-1-1 Service (as described in Section 3.9) by submitting to Ameritech an electronic Access Service Request including BDS Telis and, as soon as available, an electronic service order via the Provisioning EI.

3.3 Fiber-Meet.

3.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network (“**SONET**”) transmission system. Unless otherwise mutually agreed, this **SONET** transmission system shall be configured as illustrated in **Exhibit A**, and engineered, installed, and maintained as described in this **Article III** and in the Plan (as defined in **Section 18.2**). Each Party agrees to disable the Digital Control Channel (“**DC**,”) in its equipment that is part of the **SONET** system and each Party shall be responsible for the monitoring of its own node(s).

3.3.2 Ameritech shall, wholly at its own expense, procure, install and maintain Optical Line Terminating Multiplexor (“**OLTM**”) equipment in the AICO identified for each LATA set forth on **Schedule 2.1** in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Articles IV** and **V**.

3.3.3 Requesting Carrier shall, wholly at its own expense, procure, install and maintain the **OLTM** equipment in the RICO identified for that LATA in **Schedule 2.1**, in capacity sufficient to provision and maintain all Logical Trunk Groups prescribed by **Articles IV** and **V**.

3.3.4 Ameritech shall designate a manhole (meet point manhole) immediately outside the AICO that will be accessible via Ameritech structure leasing at the closest manhole (Fiber-Meet entry point) or suitable entry point available via Ameritech connecting structure where the possibility of manhole cave-in or manhole accessibility does not present a problem, and shall make all necessary preparations to receive, and to allow and enable Requesting Carrier to deliver fiber optic facilities into that manhole or suitable entry point with sufficient spare length to reach the **OLTM** equipment in the AICO. Requesting Carrier shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Requesting Carrier to Ameritech, Ameritech will allow Requesting Carrier access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Ameritech’s receipt of such request.

3.3.5 Requesting Carrier shall designate a manhole or other suitable entry-way immediately outside the RICO as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the **OLTM** equipment in the RICO. Ameritech shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Ameritech to Requesting Carrier, Requesting Carrier will allow Ameritech access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after Requesting Carrier’s receipt of such request.

3.3.6 Requesting Carrier shall pull the fiber optic strands from the Requesting Carrier-designated manhole/entry-way into the RICO and through appropriate internal conduits

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

Requesting Carrier utilizes for fiber optic facilities, and shall connect the Ameritech strands to the OLTM equipment Requesting Carrier has installed in the RICO.

3.3.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AICO and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the Requesting Carrier strands to the OLTM equipment Ameritech has installed in the AICO.

3.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Central Office through a point separate from that through which such Party's own fiber exited.

3.3.9 For Fiber-Meet arrangements, each Party will be responsible for (i) providing its own portion of the transport facilities to the Fiber-Meet in accordance with the Implementation Plan and (ii) the cost to build-out its portion of the facilities to such Fiber-Meet,

3.3.10 Each Party shall provide its own, unique source for the synchronized timing of its OLTM equipment. Each timing source must be Stratum-1 traceable and cannot be provided over DS0/DS 1 facilities, via Line Timing; or via a Derived DS 1 off of OLTM equipment. Both Parties agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.

3.4 Additional Interconnection(s).

3.4.1 If Requesting Carrier determines to offer Telephone Exchange Service within Ameritech's service areas that require additional points of Interconnection, Requesting Carrier shall provide written notice to Ameritech of its need to establish such additional points of Interconnection pursuant to this Agreement.

3.4.2 The notice provided in Section 3.4.1 shall include (i) Requesting Carrier's requested RICO(s) and AICO(s) (including address and CLLI Code); (ii) Requesting Carrier's requested Interconnection Activation Date; and (iii) a non-binding forecast of Requesting Carrier's trunking and facilities requirements.

3.4.3 Within ten (10) Business Days of Ameritech's receipt of Requesting Carrier's notice specified in Section 3.4.1, Ameritech and Requesting Carrier shall schedule a meeting to mutually agree on the network architecture (including trunking), the AICO(s), the RICO(s) and Interconnection Activation Date(s) applicable to such Interconnection(s). The Interconnection Activation Date for an Interconnection shall be established based on then-existing force and load, the scope and complexity of the requested Interconnection and other relevant factors. The Parties acknowledge that, as of the Effective Date, the interval to establish Interconnection via Collocation

or Fiber-Meet is one-hundred fifty (150) calendar days for up to 24 T1's of trunking after the Parties have agreed on the AICO(s), RICO(s) and network architecture and Requesting Carrier has furnished Ameritech a non-binding forecast in accordance with Section 3.4.2. The interval to establish Interconnection for trunking in excess of 24 T1's is 6 T1's per business day after 150 days

3.5 Additional Switches.

3.5.1 If Requesting Carrier deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Ameritech Central Offices in such LATA, Requesting Carrier shall provide written notice thereof to Ameritech, consistent with the notice provisions of Sections 3.4.1 and 3.4.2, to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection, including the provisions set forth in Section 3.4.3. If Ameritech deploys additional switches in a LATA after the Effective Date or otherwise wishes to establish Interconnection with additional Requesting Carrier Central Offices in such LATA, Ameritech shall be entitled, upon written notice thereof to Requesting Carrier, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate physical facilities and Logical Trunk Group connections and the subtending arrangements relating to Tandem Switches and End Offices which serve the other Party's Customers within the Exchange Areas served by such Tandem Switches.

3.5.2 If a Party requests the other Party to install new trunks or rearrange existing trunks as a result of the installation of a new Switch, such Party shall provide written notice of such request and the intervals described in Section 3.4.3 shall apply.

3.6 Nondiscriminatory Interconnection. Interconnections shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 3.6, "equal in quality" means the same technical criteria and service standards that a Party uses within its own network.

3.7 Network Management.

3.7.1 Requesting Carrier and Ameritech shall work cooperatively to install and maintain a reliable network. Requesting Carrier and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

3.7.2 Requesting Carrier and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

3.8 Standards of Performance.

3.8.1 Each Party shall provide the other Party Interconnection in accordance with Section 3.6 as determined by this Section 3.8 (collectively, the “**Interconnection Performance Benchmarks**”).

3.8.2 To determine a Party’s compliance with the Interconnection Performance Benchmarks, on and after the first Interconnection Activation Date hereunder, each Party shall maintain separate records of the specific criteria listed on Schedule 3.8 (each, an “**Interconnection Performance Activity**”) relating to Interconnection that it provides to itself, its subsidiaries, and Affiliates (the “**Providing Party’s Interconnection Records**”) and to other LECs (the “**Other LEC Interconnection Records**”) and parallel records of the Interconnection that the Providing Party provides to the other Party (the “**Other Party’s Interconnection Records**”) and shall use the methods described in Schedule 3.8 to calculate Interconnection Performance Activity and determine compliance with such Interconnection Performance Benchmarks.

3.8.3 The Providing Party shall provide to the other Party for each calendar month (a “**Reporting Period**”), by the twenty-second (22nd) day of the following month, in a self-reporting format, the Providing Party’s Interconnection Records, the Other LEC Interconnection Records and the Other Party’s Interconnection Records so that the Parties can determine the Providing Party’s compliance with the Interconnection Performance Benchmarks. If (i) the Providing Party fails to comply with an Interconnection Performance Benchmark with respect to an Interconnection Performance Activity for a Reporting Period, (ii) the sample size of the Interconnection Performance Activity measured for such Reporting Period is statistically valid and (iii) the amount by which the applicable Interconnection Performance Activity deviates from the corresponding Interconnection Performance Benchmark is statistically significant, then the Providing Party shall have committed an “**Interconnection Specified Performance Breach**”. Notwithstanding anything to the contrary in this Section 3.8, the Parties acknowledge that, (x) the Other LEC Interconnection Records shall be provided to the other Party on an aggregate basis and (y) such Other LEC Interconnection Records shall be provided to the other Party in a manner that preserves the confidentiality of each other LEC and any of such LEC’s proprietary information (including CPNI).

3.8.4 In no event shall the Providing Party be deemed to have committed an Interconnection Specified Performance Breach if the Providing Party’s failure to meet or exceed an Interconnection Performance Activity is caused by a Delaying Event. If a Delaying Event (i) prevents the Providing Party from performing a certain function or action that affects an

Interconnection Performance Activity, then such occurrence shall be excluded from the calculation of such Interconnection Performance Activity and the determination of the Providing Party's compliance with the applicable Interconnection Performance Benchmark or (ii) only suspends the Providing Party's ability to timely perform such Interconnection Performance Activity, then the applicable time frame in which the Providing Party's compliance with the Interconnection Performance Benchmark is measured shall be extended on a like-time basis equal to the duration of such Delaying Event.

3.8.5 Upon the occurrence of an Interconnection Specified Performance Breach by the Providing Party, the other Party may forego the dispute escalation procedures set forth in Section 27.3 and seek any relief it is entitled to under Applicable Law.

3.8.6 The other Party shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that the Providing Party offers Credit Allowances to its Customers.

3.9 9-1-1 Service.

3.9.1 Ameritech shall provide 9-1-1 Service to Requesting Carrier as described in this Section 3.9 in each Rate Center in which (i) Requesting Carrier is authorized to provide local Telephone Exchange Service and (ii) Ameritech is the 9-1-1 service provider.

3.9.2 Service and Facilities Provided.

- (a) Requesting Carrier shall interconnect with each Ameritech 9-1-1 Selective Router that serves the areas in which Requesting Carrier provides Telephone Exchange Service. Such interconnection shall be used by Ameritech to provide 9-1-1 service and access to all sub-tending Public Safety Answering Points (each, a **"PSAP"**). Requesting Carrier will establish such interconnection by (i) providing itself, or leasing from a third-party (including Ameritech), the necessary DS 1 facilities and trunkgroups between Requesting Carrier's point of Interconnection and designated Ameritech 9-1-1 Selective Router (channel conditioning referred to as "Direct" in Item I of the Pricing Schedule) or (ii) providing demuxed DSO level trunks at designated Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Back to Back" in Item I of the Pricing Schedule) or (iii) providing muxed DSO level trunks at a Collocation point within each Ameritech 9-1-1 Selective Router(s) (channel conditioning referred to as "Collocation" in Item I of the Pricing Schedule). With any of the foregoing three (3) options, Requesting Carrier shall provide a minimum of two (2) dedicated channels from the point of interconnection to the Ameritech 9-1-1 Selective Router(s). Each of the foregoing options described in this

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

subsection (a) also require each of the Parties to provide sufficient trunking and facilities to route Requesting Carrier's originating 9-1-1 calls to the designated primary PSAP or to designated alternate PSAPs. Ameritech and the Requesting Carrier will coordinate the provision of transport capacity sufficient to route originating 9-1-1 calls from the Requesting Carrier's point of interconnection to the designated Ameritech 9-1-1 Selective Router(s). In addition to the channel conditioning charges identified in Item I of the Pricing Schedule, if Requesting Carrier leases facilities from Ameritech, standard tariff rates shall apply.

- (b) If Requesting Carrier forwards the ANI information of the calling party to the Ameritech 9-1-1 Selective Router and the Requesting Carrier has followed the appropriate procedures in subsection (e) to establish the record for the calling Party in the ALI database, Ameritech will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by Requesting Carrier, Ameritech will display a Central Office identification code for display at the PSAP.
- (c) If Requesting Carrier requests facilities-routed diversity for 9-1-1 interconnection, Ameritech shall provide such diversity to Requesting Carrier and Requesting Carrier shall pay charges for Diverse Routes at tariffed DS1 rates. Requesting Carrier will be responsible for determining the proper quantity of trunks and facilities from its switches to the Ameritech 9-1-1 Selective Router(s). Ameritech shall provide, upon request, a Trunk Design Guide which will be used to determine the number of trunk groups required to provide 9-1-1 Service within each Rate Center. Trunks between the Requesting Carrier's Switch and the Ameritech 9-1-1 Selective Router shall be provisioned by Ameritech at intervals to be agreed upon by the Parties. Following such provision and prior to the application of live traffic, Requesting Carrier and Ameritech will cooperate to promptly test all trunks and facilities between Requesting Carrier's network and the Ameritech 9-1-1 Selective Router to assure proper functioning of the 9-1-1 Service; provided, that Requesting Carrier shall be solely responsible to provide test records and conduct call-through testing on all new 9-1-1 trunk groups and NPA/NXXs. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as a one-way CAMA MF trunk group. Where SS7 connectivity is available and required by the applicable municipality, the Parties agree to implement CCIS trunking.
- (d) Ameritech will provide to Requesting Carrier, in mechanized format, an address and routing file (ARF) that provides the information required for

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

Requesting Carrier Customer 9-1-1 record processing and delivery of calls to the appropriate Ameritech 9-1-1 Selective Router(s). After Requesting Carrier's initial request for the ARF, Ameritech shall provide Requesting Carrier an updated ARF on a monthly basis. At the request of Requesting Carrier, Ameritech will provide the ARF by NPA or metro area. A specified charge as set forth at Item I of the Pricing Schedule will apply per request.

- (e) Ameritech will coordinate access to the Ameritech 9-1-1 Automatic Location Identification ("**ALI**") database for the initial loading and updating of Requesting Carrier Customer information. Access coordination will include:
- (1) Requesting Carrier to supply an electronic version of Customer telephone numbers, addresses and other information both for the initial load and, where applicable, daily updates. Ameritech shall confirm receipt of this data as described in **Section 3.9.2(f)**;
 - (2) Notification of error(s) involving entry and update activity;
 - (3) Provisioning of specific 9-1-1 routing information on each Requesting Carrier Customer's access line; and
 - (4) Providing Requesting Carrier with reference data required to ensure that Requesting Carrier's Customer will be routed to the correct 9-1-1 Selective Router when originating a 9-1-1 call.

If Requesting Carrier is unable to initially provide Ameritech electronic updates to the Ameritech 9-1-1 ALI database as provided in **subsection (e)(1)** above, the Parties shall negotiate the date by which Requesting Carrier shall establish such electronic functionality and the rates, terms and conditions under which Ameritech would update such database from paper records prior to the date Requesting Carrier is able to furnish such updates electronically to Ameritech; and

- (f) Requesting Carrier or its third party agent will provide ALI data to Ameritech for use in entering the data into the 9-1-1 database. The initial ALI data will be provided to Ameritech in a format prescribed by Ameritech. Requesting Carrier shall include its company identification, as registered with NENA, on all records provided to Ameritech. Requesting Carrier is responsible for providing Ameritech updates to the ALI data and error corrections that may occur during the entry of ALI data to the Ameritech 9-1-1 Database System. Requesting Carrier shall reimburse Ameritech for any additional database

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

charges incurred by Ameritech for errors in ALI data updates caused by Requesting Carrier or its third-party agent. Ameritech will confirm receipt of such data and corrections by the next Business Day (where electronic transfer is available) by providing Requesting Carrier with a report in the manner provided in the Implementation Plan of the number of items sent, the number of items entered correctly, and the number of errors.

- (g) The services offered in this Agreement and the charges set forth at Item I of the Pricing Schedule are based on each NXX residing in a single 9-1-1 Selective Router. Requesting Carrier may request that an NXX shall reside in more than one 9-1-1 Selective Router; provided that Requesting Carrier shall pay Ameritech a one-time charge as set forth at Item I of the Pricing Schedule per trunk group that is connected to each alternate 9-1-1 Selective Router (the **“9-1-1 Selective Router Software Enhancement Connection Charge”**).
- (h) In the event an Ameritech or Requesting Carrier 9-1-1 trunk group fails, the Party that originates the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within two (2) hours of the occurrence or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the 9-1-1 Service between the Parties.
- (i) Ameritech will provide Requesting Carrier all order number(s) and circuit identification code(s) in advance of the service due date.
- (j) Requesting Carrier will monitor the 9-1-1 circuits for the purpose of determining originating network traffic volumes. Requesting Carrier will notify Ameritech if the traffic study information indicates that additional circuits are required to meet the current level of 9-1-1 call volumes.
- (k) Requesting Carrier shall engineer its 9-1-1 trunks to attain a minimum P.01 grade of service as measured using the **“busy day/busy hour”** criteria or, at such other minimum grade of service as required by Applicable Law or a duly authorized government agency.
- (l) Requesting Carrier shall timely provide to Ameritech all information required to complete an **“Ameritech Planning Questionnaire and Network Definition”** in order to appropriately plan, design and implement ordered 9-1-1 Service.

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

Requesting Carrier shall provide the foregoing information in the format prescribed by Ameritech, both initially and on an ongoing basis.

- (m) If Requesting Carrier provides local exchange Telecommunications Services to its Customers through a means other than Resale Services, Requesting Carrier shall be responsible to submit to the applicable municipality(ies) any 9-1-1 surcharges assessed by such municipality(ies) on such local exchange Telecommunications Services provided to Requesting Carrier Customers.
- (n) Consistent with **Section 19.2**, each Party agrees to comply with all applicable state, county and municipal 9-1-1 administrative rules and regulations.

3.9.3 Compensation.

- (a) In addition to the amounts specified in **Section 3.9.2**, Requesting Carrier shall compensate Ameritech as set forth at Item I of the Pricing Schedule.
- (b) The rates set forth in this Agreement for 9-1-1 Service do not include the inspection or monitoring by Ameritech of Requesting Carrier's facilities relating to errors, defects or malfunctions in the 9-1-1 Service. The Parties acknowledge and agree that Requesting Carrier, and not Ameritech, shall be responsible to conduct such operational tests as Requesting Carrier deems necessary and appropriate to determine whether its facilities are functioning properly. Each Party shall promptly notify the other Party if its facilities used to provide 9-1-1 Service are not functioning properly.

3.9.4 Additional Limitations of Liability Applicable to 9-1-1 Service.

- (a) Ameritech is not liable for the accuracy and content of ALI that Requesting Carrier delivers to Ameritech. Requesting Carrier is responsible for maintaining the accuracy and content of that data as delivered; and
- (b) In addition, Ameritech's liability to Requesting Carrier and any third person shall also be limited to the maximum extent permitted by Applicable Law or tariff.

ARTICLE IV
TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE
SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

4.1 Scope of Traffic. Article IV prescribes parameters for the facilities and trunk groups to be effected over the Interconnections specified in Article III for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers (the "**Local/IntraLATA Trunks**").

4.2 Limitations. No Party shall terminate Exchange Access traffic or originate untranslated 800 traffic over the Local/IntraLATA Trunks.

4.3 Trunk Group Architecture and Traffic Routing. The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

4.3.1 Each Party shall initially configure a one (1)-way trunk group or, upon mutual agreement of the Parties, a two (2) way trunk group, as a direct transmission path between each RICO and AICO. If two (2) way trunk groups are established, each Party shall be responsible for fifty percent (50%) of the transport between the points of Interconnection.

4.3.2 Notwithstanding anything to the contrary contained in this Article IV, if the traffic volumes originated by a Party between any two (2) Central Office Switches at any time exceeds the CCS busy hour equivalent of one (1) DS1, that Party shall, within sixty (60) days after such occurrence, establish new direct trunk groups to the applicable End Office(s). As traffic volumes increase, the Parties shall add additional direct trunk groups (24 DS0s) between any two (2) Central Offices for every increment of traffic that equals or exceeds the CCS busy hour equivalent of one (1) DS1. At no time shall the traffic between two (2) Central Offices, routed via Ameritech's Tandem Switch, exceed 500 busy hour CCS.

4.3.3 Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

4.3.4 Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices which sub-tend that Tandem as identified in the Local Exchange Routing Guide ("**LERG**"). To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area, each Party shall establish and maintain Logical Trunk Groups and separate physical facilities for such Logical Trunk Groups connected to each Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Requesting Carrier shall either provide Logical Trunk Groups and such facilities for Logical Trunk Groups or purchase Logical Trunk Groups and such facilities for Logical Trunk Groups from Ameritech at the rates for Switched Access set forth in

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

Ameritech's access tariffs. If a Central Office Switch provides both Tandem and End Office functionality, Interconnection by a Party at such Central Office Switch shall provide access to Tandem and End Office functionality. A Party's NXX must home on the Tandem Switch that is in the same state as the specified NXX Rate Center.

4.3.5 Ameritech will provide unassigned NXX codes to the Requesting Carrier, under the Inter-Carrier Compatibility Forum ("**ICCF**") developed by CO-Code Assignment Guidelines, until this function is performed by a third party agency.

4.3.6 Ameritech will assign a Common Language Location Identifier ("**CLLI**") code to the Requesting Carrier's End Office Switch if so requested, to be integrated into the public network consistent with procedures used for CLLI code assignment to Ameritech's own switches until this function is performed by a third party agency. The code must be listed in the LERG.

4.3.7 Each Party is responsible for administering its assigned NXX numbers.

4.3.8 Each Party is responsible for obtaining a LERG listing of CLLI codes assigned to its switches.

4.3.9 If a pre-existing trunk group is unable to, or consistent with standard trunk engineering practices, is forecasted to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision, within thirty (30) days of such request, additional trunks to expand the capacity of such pre-existing trunk group, subject to Section 19.12 and the availability of sufficient capacity. If sufficient capacity does not exist, the Parties shall mutually agree on the appropriate interval to establish such additional trunks based on force and load and other applicable criteria.

4.3.10 If a Tandem through which the Parties are Interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between Requesting Carrier and Ameritech Customers. For purposes of this Agreement, "**Busy Season**" means any three (3) consecutive month period.

4.3.11 If a Party determines that a trunk group is no longer necessary given actual and forecasted traffic, that Party shall disconnect that trunk group within thirty (30) days after such determination.

4.3.12 For each Central Office ("**CO**") code used by Requesting Carrier, Requesting Carrier must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Service in the geographic area assigned to such CO Code. If Requesting Carrier uses a CO Code to provide foreign exchange service to its Customers outside of the

geographic area assigned to such code, Requesting Carrier shall be solely responsible to transport traffic between its foreign exchange service Customer and such code's geographic area.

4.4 Signaling.

4.4.1 Where available, Common Channel Interoffice Signaling (CCIS) signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply Calling Party Number (CPN) (NPA/NXX assigned to its local exchange switch) within the SS7 signaling message. If CCIS is unavailable, Multi-Frequency (MF) signaling shall be used by the Parties.

4.4.2 Each Party is responsible for requesting Interconnection to the other Party's CCIS network, where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs that serve each LATA where traffic will be exchanged using a direct connection to the STPs serving the desired LATA, through the designated Ameritech state gateway STP or through a third party provider which is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP. The rate for signaling links to establish such Interconnection is as provided in Ameritech's access tariff(s). If the Requesting Carrier does not possess STPs, Requesting Carrier may purchase access to Ameritech's SS7 Network as provided in Ameritech's access tariff(s).

4.4.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided, including Calling Party Number (CPN), Originating Line Information (OLI), calling party category and charge number. For terminating Exchange Access and Transit Service traffic, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.4.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

4.5 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Plan.

4.6 Measurement and Billing.

4.6.1 For billing purposes, each Party shall pass CPN associated with that Party's originating switch on calls that originate on its network over the Local/IntraLATA Trunks; provided

that all calls that originate on a Party's network and are exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The PLU will be revised every three (3) months. If either Party fails to pass at least ninety percent (90%) of calls that originate on its network with CPN within a monthly billing period, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic be established. Transit traffic as defined in Section 7.3 will be routed over the IntraLATA Toll trunk group,

4.6.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation time as specified in FCC terminating FGD Switched access tariffs for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic.

4.7 Reciprocal Compensation Arrangements -- Section 251(b)(5). Compensation for the transport and termination of Local Traffic and IntraLATA Toll Traffic shall be pursuant to this Section 4.7. The Reciprocal Compensation arrangements set forth in this Section 4.7 are not applicable to (i) Exchange Access traffic, (ii) traffic terminated to Requesting Carrier using Ameritech's unbundled switching and for which the Requesting Carrier incurs no incremental cost to terminate traffic, (iii) Information Service traffic, (iv) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (v) any other type of traffic found to be exempt from Reciprocal Compensation by the FCC or the Commission. All Exchange Access traffic and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs. Compensation for traffic that is delivered through Transit Service shall be pursuant to Section 7.2.

4.7.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or Requesting Carrier which a Telephone Exchange Service Customer originates on Ameritech's or Requesting Carrier's physical switch for termination on the other Party's physical switch. The originating Party shall compensate the terminating Party for the transport and termination of Local Traffic for the function(s) provided by that terminating Party at the rate(s) provided at Item II of the Pricing Schedule; provided that Requesting Carrier shall be paid only the rate for End Office Termination, unless Requesting Carrier's Switch qualifies as a Tandem Switch by meeting the following requirements: (i) Requesting Carrier's switch serves a geographic area comparable to the area served by Ameritech's Tandem Switch, (ii) Requesting Carrier's Switch performs the same function(s) for Ameritech as those function(s) performed by Ameritech's Tandem Switch for Requesting Carrier (i.e., trunk to trunk switching), (iii) Ameritech may, at its option, directly connect to Requesting Carrier's End Office(s) and thereby avoid paying Requesting Carrier the charges associated with Tandem Switching, and (iv) Requesting Carrier provides Ameritech Interconnection at its Switch on a nondiscriminatory basis (i.e., if Requesting Carrier is billing an IXC or other carriers at an End Office rate for Interconnection at Requesting Carrier's Switch). The

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

Parties' obligation to pay Reciprocal Compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and capable of fully supporting originating and terminating Customer (and not a Party's test) traffic.

4.7.2 (a) The Parties agree not to pay Reciprocal Compensation on traffic which originates on a Party's physical switch, is transported and handed off to the other Party and then routed/delivered to an ISP Server.

(b) Each Party agrees to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic that is exchanged between the Parties. Each Party agrees to implement methods and procedures that facilitate the identification of all ISP traffic that the other Party originated on its network and routed to the first Party. If either Party believes that the data and records it or the other Party are maintaining do not adequately identify the ISP traffic exchanged between the Parties, either Party may request in writing that both Parties commence tracking ISP traffic by exchanging the NPA-NXX-XXXXs of each ISP to which such Parties route traffic. If so requested, by the twenty-second day of the first calendar month after receipt of such notice and thereafter by the twenty-second (22nd) day of each calendar month during the Term, each Party shall provide the other Party a comprehensive list of each NPA-NXX-XXXX that is assigned to or used by an ISP and to which such first Party routed calls during the preceding calendar month. In each monthly report, the list shall also include the number of minutes of traffic that such Party believes was delivered to each ISP during the preceding month and an identification of those numbers that are used solely for administrative use (i.e., traffic that is not destined for the Internet). Notwithstanding Section 20.1.1, any information disclosed by one Party to the other Party pursuant to this Section 4.7.2(b) shall be deemed "Proprietary Information" under Article XX.

4.7.3 Each Party shall charge the other Party its effective applicable federal and state tariffed intraLATA FGD switched access rates for those functions a Party performs relating to the transport and termination of IntraLATA Toll Traffic.

4.7.4 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Article XIII shall be as specified in Section 13.7.

ARTICLE V
TRANSMISSION AND ROUTING OF EXCHANGE
ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic. Article V prescribes parameters for certain facilities and trunk groups to be established over the Interconnections specified in Article III for the transmission and routing of Exchange Access traffic and nontranslated 800 traffic between Requesting Carrier Telephone Exchange Service Customers and Interexchange Carriers (the “**Access Toll Connecting Trunks**”). Compensation for the transmission and routing of Exchange Access traffic is provided for in Article VI.

5.2 Trunk Group Architecture and Traffic Routing.

5.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from and to Requesting Carrier’s Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access, nontranslated 800 and 976 traffic to allow Requesting Carrier’s Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch that Requesting Carrier utilizes to provide Telephone Exchange Service and Switched Exchange Access Service in a given LATA to an access Tandem Switch Ameritech utilizes to provide Exchange Access in such LATA.

5.2.4 IntraLATA toll free traffic (e.g., 800) shall be routed over Ameritech’s Access Toll Connecting Trunks. Ameritech will send Requesting Carrier a Carrier Identification Code of 110 to identify the IntraLATA call as toll free call. Requesting Carrier shall generate and send Ameritech on a daily basis an 010125 access record. In return, Ameritech will send Requesting Carrier on a daily basis an 110125 access record for billing the query function according to Requesting Carrier’s tariff. This information should be included on the summary record (010125) sent to Ameritech by Requesting Carrier. If utilizing Ameritech’s database to perform the query function, Ameritech will bill the Requesting Carrier (or the Initial Billing Company (as defined in the MECAB)) for the query charges at Ameritech’s tariffed rate.

ARTICLE VI
MEET-POINT BILLING ARRANGEMENTS

6.1 Meet-Point Billing Services.

6.1.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing (“**MECAB**”) document SR-BDS-000983, Issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service such as switched access Feature Group D. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time.

6.1.2 Requesting Carrier shall designate access Tandems or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For each such access Tandem designated, the Parties shall utilize a billing percentage determined in accordance with Schedule 6.0 to bill IXC traffic. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.1.3 Each Party shall undertake all reasonable measures to ensure that the billing percentage and associated information are included and maintained in the National Exchange Association (“**NECA**”) FCC Tariff No. 4.

6.1.4 Each Party shall implement the “**Multiple Bill/Single Tariff**” option in order to bill the IXC for each Party’s own portion of jointly provided Telecommunications Service.

6.2 Data Format and Data Transfer.

6.2.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer (when available) using the Exchange Message Record (“**EMR**”) format. The Parties shall agree to a fixed billing period in the Implementation Plan.

6.2.2 Requesting Carrier shall provide to Ameritech, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or, when available, via electronic data transfer using the EMR format.

6.2.3 Ameritech shall provide to Requesting Carrier, on a daily basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape no later than fourteen (14) days from the usage recording date. Ameritech shall provide the information on magnetic tape or, when available, via electronic data transfer (e.g., network data mover), using EMR format. Ameritech and Requesting Carrier shall use best efforts to utilize electronic data transfer.

6.2.4 Each Party shall coordinate and exchange the billing account reference (“**BAR**”) and billing account crossreference (“**BACR**”) numbers for the Meet-Point Billing service.

Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.2.5 When Ameritech records on behalf of Requesting Carrier and Switched Access Detail Usage Data is not submitted to Requesting Carrier by Ameritech in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined, and if as a result Requesting Carrier is delayed in billing IXC, late payment charges will be payable by Ameritech to Requesting Carrier. Late payment charges will be calculated on the total amount of late access usage at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.2.6 If Switched Access Summary Usage Data is not submitted to Ameritech in a timely fashion or if it is not in proper format as previously defined and if as a result Ameritech is delayed in billing IXC, late payment charges will be payable by Requesting Carrier to Ameritech. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by Ameritech in a timely fashion.

6.3 Errors or Loss of Access Usage Data.

6.3.1 Errors may be discovered by Requesting Carrier, the IXC or Ameritech. Each Party agrees to use reasonable efforts to provide the other Party with notification of any discovered errors within two (2) Business Days of such discovery. All claims by a Party relating to errors or loss of access usage data shall be made within thirty (30) calendar days from the date such usage data was provided to that Party.

6.3.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.4 Payment. The Parties shall not charge one another for the services rendered pursuant to this **Article VI**.

6.5 Limitation of Liability Applicable to Meet-Point Billing Arrangements. In the event of errors, omissions, or inaccuracies in data received from either Party, the liability of the Party providing such data shall be limited to the provision of corrected data or developing a substitute

based on past usage in accordance with Section 6.3.2. This Section 6.5 shall apply to Meet Point Billing arrangements in lieu of the provisions of Articles XXIV and XXV.

ARTICLE VII

TELECOMMUNICATIONS CARRIER (TC) SERVICES

7.1 Ancillary Services Traffic.

7.1.1 This Section 7.1 applies to Ancillary Services Traffic which originates from (i) Requesting Carrier's Resale Services Customers via Resale Services or (ii) Requesting Carrier's physical switch which, in each case, terminates to the applicable information services platform connected to Ameritech's network.

7.1.2 Requesting Carrier shall be responsible for and pay for all charges associated with Ancillary Services Traffic whether such services are ordered, activated or used by the Requesting Carrier, Requesting Carrier's Customer or any other person gaining access to the services through the Requesting Carrier.

7.1.3 Upon receipt of a request by Requesting Carrier when it submits an order for Ameritech resold lines, Ameritech shall provide call blocking services for Ancillary Services Traffic (on a per line basis) to Requesting Carrier as Ameritech provides such blocking services to its own retail Customers, to the extent permitted under Applicable Law. If Requesting Carrier utilizes its own or a third party switch, Requesting Carrier must establish blocking for Ancillary Services Traffic.

7.1.4 Requesting Carrier may elect to bill and collect for Ancillary Services Traffic by indicating its agreement to comply with the terms and conditions set forth in Schedule 7.1. If Requesting Carrier has elected to bill and collect for Ancillary Service Traffic but fails to comply with the terms and conditions set forth in Schedule 7.1, Ameritech may, in addition to exercising any other rights and remedies under this Agreement, block such traffic, to the extent permitted under Applicable Law.

7.2 BLV/BLVI Traffic.

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. When Requesting Carrier does not use Ameritech's operator bureau, each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in **Article III**, consistent with the Plan.

7.2.4 Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth at Item IV of the Pricing Schedule.

7.3 Transit Service.

7.3.1 Ameritech shall provide Requesting Carrier Transit Service as provided in this **Section 7.2.**

7.3.2 **"Transit Service"** means the delivery over the Local/IntraLATA Trunks of (i) Local Traffic and IntraLATA Toll Traffic that (x) originates on Requesting Carrier's network and terminates to a third party LEC, ILEC or CMRS (such third parties collectively referred to as a **"Transit Counter-Party"**) and (y) originates on the Transit Counter-Party's network and terminates to Requesting Carrier and (ii) 800 IntraLATA Toll Traffic that originates and terminates between one (1) or more IntraLATA Telecommunications Carriers, including third party LECs, ILECs and CMRSs (collectively, **"IntraLATA 800 Traffic"**), as more fully described in **Section 7.3.9.**

7.3.3 Requesting Carrier shall route Transit Traffic via Ameritech's Tandem Switches, and not at or through any Ameritech End Office.

7.3.4 While the Parties agree that it is the responsibility of the Requesting Carrier to enter into arrangements with each Transit Counter-Party to deliver Terminating Transit Traffic to Requesting Carrier, they acknowledge that such arrangements may not currently be in place and an interim arrangement will facilitate traffic completion on an interim basis. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such Transit Counter-Party to deliver Terminating Transit Traffic to Requesting Carrier and (ii) the date Transit Traffic volumes originated by the Requesting Carrier exceed the volumes specified in **Section 7.3.5.** Ameritech will provide Requesting Carrier with Transit Service. Requesting Carrier agrees to use commercially reasonable efforts to enter into agreements with Transit Counter-Parties as soon as possible after the Effective Date.

7.3.5 If the traffic volumes between Requesting Carrier's Central Office Switches and Transit Counter-Party Central Office Switches (in each case, in the aggregate) at any time exceeds the 150,000 minutes of use per month over 2 consecutive months, the Implementation Team

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

will develop a migration plan for Requesting Carrier to interconnect directly with such Transit Counter-Party within 60 days of the second consecutive month.

7.3.6 To the extent that the originating party of a call delivers each call to Ameritech's network with SS7 CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message, Ameritech will deliver such information to the terminating party.

7.3.7 Requesting Carrier shall not bill Ameritech for any Transit Service traffic or unidentified traffic (i.e., no CPN) unless otherwise agreed in writing by Ameritech.

7.3.8 The Parties shall compensate each other for Transit Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Requesting Carrier that is delivered over the Transit Service ("**Originating Transit Traffic**"), Requesting Carrier shall:
 - (1) Pay to Ameritech a Transit Service charge as set forth in the Pricing Schedule; and
 - (2) Reimburse Ameritech for any charges, including switched access charges and Reciprocal Compensation, that a Transit Counter-Party imposes or levies on Ameritech for delivery or termination of any such Originating Transit Traffic.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Requesting Carrier from a Transit Counter-Party ("**Terminating Transit Traffic**") (i) that is not subject to Primary Toll Carrier ("**PTC**") arrangements (regardless of whether Ameritech is the PTC) and (ii) that Ameritech has a transiting arrangement with such Transit Counter-Party that authorizes Ameritech to deliver such traffic to Requesting Carrier ("**Other Party Transit Agreement**"), then Ameritech shall deliver such Terminating Transit Traffic to Requesting Carrier in accordance with the terms and conditions of such Other Party Transit Agreement and such third party LEC or CMRS provider (and not Requesting Carrier) shall be responsible to pay Ameritech the applicable Transit Service charge.
- (c) For IntraLATA Toll Traffic which is subject to a PTC arrangement and where Ameritech is the PTC, Ameritech shall deliver such IntraLATA Toll Traffic to Requesting Carrier in accordance with the terms and conditions of such PTC arrangement. Upon receipt of verifiable Primary Toll records, Ameritech shall reimburse Requesting Carrier at Requesting Carrier's

7.4.4 Number Administration. Requesting Carrier, at its option, may elect to use Ameritech's toll-free Service which includes toll-free Number Administration Service (NAS). With this service, Ameritech will perform the Responsible Organization service, which involves interacting with the national Service Management System (SMS/800), on behalf of the Customer. Responsible Organization services include activating, deactivating and maintaining 8001888 number records as well as trouble referral and clearance. If Requesting Carrier does not select NAS, Requesting Carrier will perform the Responsible Organization service. Requesting Carrier may purchase the Number Administration Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.5 LIDB Database Service.

7.5.1 The Line Information Database (LIDB) Query Response Service is a validation database system. It enables Requesting Carrier to offer alternatively billed services to its Customers. The database provides an efficient way to validate calling cards and toll billing exception (TBE) (i.e., restricts a collect or third-party billed call). Toll fraud protection and reduced call set up expenses are among the benefits of the service.

7.5.2 Billing information records include the Customer name, phone number, security personal identification numbers and third-party acceptance indications. Prior to call completion, a query is launched to the LIDB to determine the validity of the requested billing method. The call is then completed or denied based on the LIDB's response. Requesting Carrier may purchase the LIDB Database Service pursuant to the rates, terms and conditions specified in Ameritech FCC No. 2 Access Tariff.

7.6 LNP Query Service.

Ameritech's provision of LNP will utilize LRN switch software, the terms and conditions of which are prescribed in Article XIII. With the implementation of LNP, Requesting Carrier has an N-1 (Network minus 1) responsibility to perform a LRN lookup on calls terminating to NPA-NXXs selected for Number Portability. If Requesting Carrier does not perform this responsibility on calls terminated to the Ameritech network, Ameritech will automatically perform the query and route the call to the proper destination. Under such circumstances, Requesting Carrier agrees to pay Ameritech the per query rates under the terms and conditions specified in Ameritech FCC No. 2 Access Tariff for LNP Query Service (Sections 5.2, 6.4 & 6.9).

7.7 Operator Services and Directory Assistance Services.

7.7.1 This Section 7.7 establishes the terms and conditions governing the provision to Requesting Carrier by Ameritech of manual and automated Local and intrastate intraLATA, interstate intraLATA Operator Toll and Assist Services ("OS"), and Home NPA Directory

Discussion Draft: 1/7/00
For Discussion Purposes Only
Does Not Represent An Offer

Assistance service and Information Call Completion Services ("DA"). Ameritech's offering of OS and DA services is made available as a stand alone, integrated service and not as an unbundled Network Element.

7.7.2 At Requesting Carrier's request, Ameritech will provide manual and automated OS and DA services to Requesting Carrier. A description of the OS and DA services to be provided is set forth on Schedule 7.7.2. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance and Information Call Completion services will be provided to Requesting Carrier upon request. The Implementation Plan shall establish a process by which this list is updated as such DA services are provided in additional NPA/Exchange Areas.

7.7.3 Requesting Carrier is responsible for delivering its OS and DA traffic to Ameritech's TOPS switch. Specifically, Requesting Carrier shall provide the necessary direct trunking and termination facilities from its End Office to the Ameritech TOPS switch used to provide OS and DA services. Further, OS and DA traffic must be delivered to the Ameritech TOPS switch without any Tandem switching. The TOPS location to which Requesting Carrier will be responsible for delivering its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, unless technical or economic reasons provide otherwise, have Requesting Carrier deliver its OS or DA traffic to the TOPS switch most closely located to the Requesting Carrier's NPA/exchange originating the call.

7.7.4 Requesting Carrier is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the Ameritech switch used to provide OS and DA services. Where the total traffic exceeds the capacity of the existing circuits, additional circuits and additional facilities must be provided by Requesting Carrier to the extent necessary.

7.7.5 Requesting Carrier will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and operator services offices. Requesting Carrier will locate, construct and maintain its facilities to afford reasonable protection against hazard and interference.

7.7.6 Requesting Carrier will furnish to Ameritech all information necessary for Ameritech's provision of OS and DA. All information provided shall be treated as Proprietary Information pursuant to Article XX. Requesting Carrier shall provide, at a minimum, the following applicable information to Ameritech not less than ninety (90) days (or such earlier time as mutually agreed upon) prior to the date on which Requesting Carrier requests Ameritech to provide OS and/or DA:

OS

- emergency agency phone numbers;
- rate information (such as mileage bands, operator surcharge information); and
- originating screening information.

DA

- listing information for the areas to be served by Ameritech; and
- network information necessary to provide for the direct trunking of the DA calls.

Requesting Carrier will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Requesting Carrier will inform Ameritech of other changes in the records on a mutually agreed upon schedule.

7.7.7 For branding of Calling Card, OS and DA calls, Ameritech shall record the branding announcement, no longer than 3 seconds, for installation on each OS and DA switch serving Requesting Carrier's Customers. Requesting Carrier shall provide Ameritech the wording of the announcement.

7.7.8 Requesting Carrier grants to Ameritech during the Term a non-exclusive, license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by Requesting Carrier under this Agreement will be maintained by Ameritech only for purposes of providing DA information to Requesting Carrier Customers, and will not be disclosed to third parties. This section does not prohibit Ameritech and Requesting Carrier from entering into a separate agreement which would allow Ameritech to provide or sell Requesting Carrier's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

7.7.9 Ameritech will supply Requesting Carrier with call detail information so that Requesting Carrier can rate and bill the call. This information excludes rating and invoicing of Customers.

7.7.10 Ameritech will bill Requesting Carrier monthly for the OS and DA services it performs at the rates specified in Item _____ of the Pricing Schedule, which will include detailed billing information as required to substantiate its charges.